

Tracy, Mary

From: OFFICE RECEPTIONIST, CLERK
Sent: Friday, August 19, 2016 2:26 PM
To: Tracy, Mary
Subject: FW: CR 28(d), (e), and CR 30(b)(1)

Forwarding.

From: Shari L. Wheeler [mailto:ahearnandassoc@comcast.net]
Sent: Friday, August 19, 2016 1:53 PM
To: OFFICE RECEPTIONIST, CLERK <SUPREME@COURTS.WA.GOV>
Subject: CR 28(d), (e), and CR 30(b)(1)

Dear Members of the Supreme Court:

As a certified court reporter in Washington state and a firm owner, I am writing to urge you to adopt CR 28(d), (e), and CR 30(b)(1) for all of the reasons outlined in the GR 9 cover pages.

The adoption of CR 28(d) will provide quick remedies for violations of equal terms outlined in CR 28(c) that are regularly being engaged in by nationwide firms here in the state of Washington.

The passage of CR 28(e) will prevent court reporting firms from making changes to transcripts after the original transcript has been completed. It will prevent unethical and "stretching" of transcripts by reducing the characters per line established in the guidelines in order to create a longer transcript and charge higher fees for same to the consumers of our product.

The adoption of CR 30(b)(1) requiring transparency and notification within the deposition notice to disclose the existence of any known contractual relationships between the noticing party, its counselor, a third party paying to record the noticed deposition and the person, court reporting firm, consortium, or other organization providing a court reporter for the noticed deposition is necessary to ensure all parties are aware of what could be considered a violation of CR 28(c), in that a court reporting firm that has a long-term contract with one of the parties is not a disinterested person under CR 28(c).

The foundation of our justice system is providing fair and equal access to justice for all. Third-party contracting gives the appearance of compromising the court reporter's impartiality and integrity and restricts the ability of the reporter to be accountable to the court, to the public, and, most importantly, to the individual litigant. Unfortunately, third-party contracts between court reporting firms and party litigants also circumvents counsel and their related ethical obligations to the courts.

Thank you for publishing these proposed rules, I very much hope they will be adopted.

Sincerely yours,

Shari L. Wheeler